



Republic of the Philippines
Department of Education
Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT, made this MAY 13 2024 day of _____, 2024 between:

DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED- CAR), a government agency duly organized and existing under the laws of the Republic of the Philippines with principal address at Wangal La Trinidad, Benguet represented herein by ESTELA P. LEON- CARIÑO EdD, CESO III, Director IV/ Regional Director referred to as the **"PROCURING ENTITY"**.

-and-

"WILLIE MART " a *single proprietorship* authorized to do business Philippines with principal office address at 815 Tayuman St., Tondo Manila represented herein by its Sole Proprietor **WILMERSON H. DE VERA**, herein referred to as the **"SUPPLIER"**

WITNESSETH

WHEREAS, "THE ENTITY" invited Bids for Certain goods and ancillary services, particularly the "REBIDDING ON THE SUPPLY, DOOR TO DOOR, AND ASSEMBLY OF SCHOOL FURNITURES TO THE VARIOUS SCHOOLS IN CAR UNDER CY 2023 BEFF SCHOOL FURNITURE PROGRAM" and has accepted a bid by the **"SUPPLIER"** for the supply of those goods and services in the sum of **TWELVE MILLION FIVE HUNDRED EIGHTY THOUSAND ONE HUNDRED EIGHTY PESOS (₱ 12,580,180.00)** hereinafter called "THE CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB**

Witness for Supplier

WILMERSON H. DE VERA
Sole Proprietor

GEORGINA C. DUCAYSO
End User

ESTELA P. LEON- CARIÑO
Regional Director, DepEd- CAR


that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. The contract duration or completion period shall be within **One Hundred Twenty Calendar Days after receipt of the NTP;**
4. In consideration for the sum of **TWELVE MILLION FIVE HUNDRED EIGHTY THOUSAND ONE HUNDRED EIGHTY PESOS (P 12,580,180.00)** or such other sums as may be ascertained, "**SUPPLIER**" agrees to provide the following goods and services in accordance with his/her/its Bid:


Item	Specification	unit	Qty	Unit Price	Total
1.	Elem Individual Learner Table and Chair Set	set	1,285	2,500.00	P 3,212,500.00
2	JHS Individual Learner Table and Chair Set	set	3,205	2,500.00	P 8,012,500.00
3	SHS Individual Learner Table and Chair Set	set	320	2,500.00	P 800,000.00
4	Teacher's Table and Chair set	set	114	4,870.00	P 555,180.00
EVALUATED TOTAL COST					P12,580,180.00

5. WHEREAS, the PROCURING ENTITY reserves the right to require a new certification from DOST-FPRDI for Learner's Chairs (Elementary and Secondary) randomly tested from the items to be delivered prior to its door-to-door delivery;
6. The SUPPLIER shall be liable for LIQUIDATED DAMAGES for the delay in its performance in the amount equal to one-tenth of one percent (0.001) of the cost of the goods scheduled for delivery for every day of delay until the goods are finally delivered and accepted by the PROCURING ENTITY. DepEd Shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any warranties or securities posted by the Supplier, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
7. The DepEd- CAR agrees to pay the above-mentioned sum upon full delivery of the above listed items.

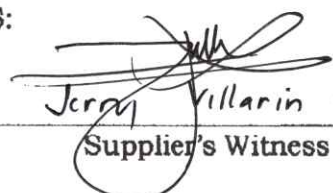
IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.


ESTELA P. LEON-CARIÑO
 Director IV
 DepEd-CAR Regional Office


WILMERSON H. DE VERA
 Sole Proprietor


GEORGINA C. DUCAYSO
 End User


WITNESSES:


Jerry Villarín Jr.
 Supplier's Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:

CORAZON B. WALCIEN
 Accountant III


ERNIEY D. GODOY
 Budget Officer III

REPUBLIC OF THE PHILIPPINES
DONE: MANILA

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in MANILA, Philippines, this
day of MAY 13 2024, 2024 personally appeared:

Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
WILMERSON H. DE VERA	

Exhibited to me competent evidence of their identities written beside their names, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This Contract consisting of three (3) pages including the page on which this acknowledgment is written, have been signed by the parties and their instrumental witnesses on each and every page hereof.

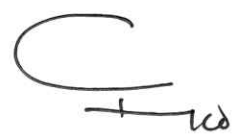
WITNESS MY HAND AND SEAL on the date and place first above written.

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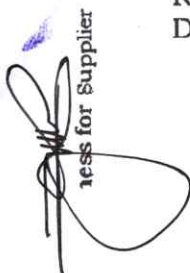
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Book No. 321

Series of 2024.



AMANDO M. TETANGCO
NOTARY PUBLIC
COMMISSION NO. 2023-006
UNTIL DECEMBER 31, 2024
P.T.R. NO. 1527783 01-02-24
I.B.P. NO. 387146 01-02-24
MCLE-VII-0003606 4-14-25
ATTY'S ROLL NO. 19459
1048 ILAYA ST., TONDO, MANILA
0922-888-2634



Witness for Supplier



WILMERSON H. DE VERA
Solo Proprietor



GEORGINA C. DUCAYSO
End User



ESTELA P. LEON-CARIÑO
Regional Director, DepEd - CAR